

There are two (2) stewardship service work items consisting of 1) Road Restoration and 2) Road Surfacing on 1100 feet of NFSR 237 from its beginning at NFSR 273 to its intersection with NFSR 231. The road restoration work consists of reconstruction of roadbed, including ditching right and left; reshaping of furrow lead-off ditches. Road Surfacing consists of application of 4" of crushed aggregate for a width of 14' and a length of 1,100', followed by linear grading.

All interested bidders should investigate the contract area and the sample contract prior to submission of offers, and become familiar with the provisions mentioned above and others which apply to this timber sale contract. Please contact the Calcasieu Ranger District Office at 318-793-9427 if you have any questions about this contract.

4. QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. **VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED.** For these reasons, offerors are urged to examine the contract area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Mandatory Timber Cutting Units :

Southern Yellow Pine	Sawtimber	CCF	3,872.00	N/A	\$32.82	\$0.00	\$1.86
Softwood - Other	Pulpwood	CCF	6,470.00	N/A	\$7.86	\$0.00	\$1.86
TOTAL		CCF	10,342.00			\$0.00	\$19,236.12

Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

All of the mandatory stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed. Optional stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
001	Road Restoration NFSR 237	Ln Ft	1,100.00
002	Road Surfacing NFSR 237	Ln Ft	1,100.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 03/15 and 12/15.

The contract termination date is 12/31/2023. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in C/CT6.9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is less than \$10,000, and rounded up to the nearest \$1000 when the total offer value is \$10,000 or more. If the amount determined above is less than \$18,000, the performance bond shall be \$18,000.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision C/CT5.32# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL C/CT PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply

sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

16. FALSE STATEMENTS ACT. Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond, if required, by the date required in the award letter; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (2 CFR 180), and the policies and procedures for nonprocurement debarment and suspension specific to USDA and the Forest Service (2 CFR 417).

These rules require each contractor, to submit form AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions for themselves, their principals, and their affiliates when requested by the contracting officer. The bidder shall designate their status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a Contractor enters into transactions with subcontractors, these subcontractors shall certify their eligibility. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Transactions must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Contractor shall keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, U. S. Department of Labor OSHA 9100 Bluebonnet Centre Blvd., Suite 201 Baton Rouge, LA 70809, 225-298-5458.

20. GENERAL. This contract includes C/CT8.21-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. C/CT8.21-Contract Term Adjustment is inapplicable.

Corporations submitting an offer under this solicitation must include form AD-3030 Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:

<http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

EROSION CONTROL: The Purchaser will be responsible for seeding and fertilizing approximately 5.5 acres to Forest Service specifications. The Purchaser may elect to enter into a cooperative agreement with the Forest Service to have the Erosion Control work performed in exchange for a cooperative deposit in the amount of \$1,571.48.

PREHAUL ROAD MAINTENANCE: The Purchaser will be required to perform Pre-Haul Road Maintenance on 17.29 miles of Forest Service roads prior to hauling. The work includes placing 1400 tons of crushed aggregate on 4 roads. A cost allowance of \$84,381.91 is estimated for this work and should be considered a logging cost for prospective bidders. See sample contract for specific information.

ROAD MAINTENANCE: The purchaser will be responsible for making a required deposit (16 U.S.C. 537) in the amount of \$1.86 per CCF (approximately \$19,236.12) for using Forest Service roads to haul timber. Additionally, a cost allowance for Purchaser required road maintenance on secondary roads of approximately \$1,186.29 has been made in the appraised value of the timber.

DESIGNATION BY SPACING CUTTING: In Payment Unit(s) 1-6, the cutting method is designation by spacing, which allows the purchaser to cut and remove 1) smaller diameter pine trees within a specified distance of a live pine tree that has a larger stump diameter than it and the larger tree is not designated for cutting; and 2) all pine trees within skid corridors which are no more than 14 feet wide and no closer than 70 feet apart measured center to center. In PU-1, 2, & 5, the distance from the larger tree is 17'. In PU-3, 4, & 6, the distance from the larger tree is 16'.

CONTRACTUAL SERVICE WORK: BT6.9 of this contract requires performance of stewardship conservation projects. Contract Provision CT6.9 describes the stewardship work to be done (see attached description of work). Proposals must contain a price and a technical proposal for the work (see section "20. General (a)" of this Prospectus for direction on submitting proposals). Offerors must be prepared to do all the service work requested.

DESCRIPTION OF STEWARDSHIP CONSERVATION WORK

PROJECT 001: ROAD RESTORATION

Road Restoration work on 1100 feet of National Forest System Road (NFSR) 237 will consist of:

Description	Unit	Quantity
Furrow Lead-off Ditches	Linear Foot	60
Road Reconditioning, Ditching right & left	Linear Foot	2200
Linear Grading	Mile	0.21

All locations will be staked by Construction Inspector (CI) prior to starting work. Work will begin at station 0+00 and end at station 11+00. Work is to be completed in the following order: furrow ditches, road reconditioning, placing aggregate, and grading.

FURROW LEAD-OFF DITCHES

This work consists of reshaping 5 lead-off ditches.

Lead off ditches designated by the Contracting Officer shall be cleaned and reshaped to provide drainage away from the roadway. Material excavated from lead off ditches shall not be reclaimed onto the roadway.

ROAD RECONDITIONING, DITCHING RIGHT and LEFT

This work consists of reconditioning ditches, shoulders, roadbeds and aggregate surfaces.

Ditches shall be shaped as shown on the Typical Section Drawing (Figure 1), unless otherwise directed by the Contracting Officer. Drainage structures and road appurtenances shall not be damaged during this operation. Handwork required to properly connect ditch flow lines to drainage structure inlets is considered a part of this activity.

Within the ditch, all suitable material, having the same character as the road surface, excavated through this activity shall be reclaimed and used within the riding surface. Unsuitable material shall be spread along back slopes or fill slopes to assure road surface drainage and prevent unsuitable material from being pulled onto aggregate surfaces. Following this work, the riding surface shall be graded in accordance with specification listed below.

LINEAR GRADING

Grading operations shall be conducted over the entire riding surface for, 0.21 miles length X 18 ft width, in order to remove, by cutting out, all ruts, potholes, corrugations and berms. All suitable dislodged aggregate shall be smoothly redistributed over the entire riding surface to produce the proper cross slope or crown. Road structural terms are illustrated on the Typical Section drawing (Figure 1). The road center line

shall be the high point of the roadbed and have a crown sloping down at 2 % to the road shoulder or ditch. Aggregate surfacing which has been worked onto road shoulders by traffic or maintenance activities shall be reclaimed and smoothly redistributed over the entire riding surface. Riding surface widths shall be perpetuated as existing.

Dips and swales designed to control surface drainage shall be maintained. No undercutting of road surface nor material berms will be allowed. Assure proper surface drainage after all operations. Usual amounts of grass, leaf litter or pine straw shall be smoothly spread within the riding surface after movement sufficient to sift out surface aggregate. Where grass, leaf litter or pine straw is excessive, as determined by the Contracting Officer, this material will be piled in spots along the road shoulder and left to decay. Care shall be taken that this material does not interfere with surface drainage.

Blading operations shall be conducted as required to prevent accumulation of surface material and debris on concrete bridge decks. Care shall be taken not to damage any part of the bridge. All suitable material shall be smoothly redistributed over the riding surface at bridge approaches.

Care shall be taken to avoid blading any surface material into cattleguards. Any material deposited in cattleguards as a result of the Contractor's operation shall be cleaned out at the expense of the Contractor.

Loose rocks protruding three inches or more above the graded surface shall be removed. It is permissible to waste these rocks off the riding surface away from drainage ditches.

PROJECT 002: ROAD SURFACING

Aggregate Surface Replacement: Road Surfacing work on 1,100 linear feet of National Forest System Road (NFSR) 237 will consist of:

Description	Unit	Quantity
Placing Aggregate surfacing, course grading R, compaction method C	Linear Foot	1,100

This work consists of placement of course R grade aggregate at a depth of 4" on the roadbed for a width of 14 feet and a length of 1,100 feet. The work includes preparation of the existing surface, furnishing, loading, hauling and spreading specified aggregate material, compacting and finish grading.

Remove, by cutting out, all damaged areas of surface, and work new material smoothly over the entire riding surface width.

Grading R:

Sieve Size Percent Passing

2 inch	90-100%
1 inch	20-100%
No. 4	0-65%

Compact each layer full width. Roll from sides to the center, parallel to the centerline of the road. The compaction method to use all construct equipment and gravel trucks traveling back and forth on roadway to compact.

STEWARDSHIPS CREDITS: Contract clause BT4.5 explains the acquisition and use of stewardship credits. Stewardship credits are earned and established when work described in CT6.9 has been performed and accepted. Earned stewardship credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits.

SHOW-ME TRIP: The District will conduct a show-me-trip for anyone interested in learning more about this contract and the specific requirements. Interested offerors should meet at the main entrance to Historic Camp Livingston at the intersection of Hwy 167 and LA 112 at 10:00 a.m. August 5, 2020.

The successful offeror shall register in the System for Award Management (SAM) at www.sam.gov.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract, and

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: (INSERT YOUR EVALUATION FACTORS AND SUBFACTORS HERE. PAST PERFORMANCE QUESTIONNAIRES AND TECHNICAL PROPOSAL WORKSHEETS ARE AVAILABLE FOR EDITING AND INCLUSION OR ATTACHMENT.

EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However, the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criterion. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or
 (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are significantly less important than price (II. below).

☐ If box is checked, supplemental technical proposal information is included with this solicitation.

I. <u>Technical Evaluation Factors</u>	<u>Ranking of Importance</u>	or	<u>Approximate Weight</u>
A. Technical Approach	1		
1. Plan of Operations			
2. Quality Control			
3. Contract Manager and On-the-Ground Supervisor(s)			
4. Equipment			
5. Production Capability			
6. Other Subfactors:			
N/A			
B. Capability and Past Performance	2		
1. Key Personnel			
2. Subcontractors			
3. Past Contacts			
4. Other Subfactors:			
N/A			
C. Utilization of Local Workforce	3		
1. Other Subfactors:			
N/A			

II. Price Evaluation Factor

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

Award Statement. One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are of equal importance with price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined based on what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
 - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
 - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
 - (1) Trade secrets;
 - (2) Privileged or confidential manufacturing processes and techniques;
 - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
 - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.